

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **STANLEY CONSULTING, INC.**, a Colorado corporation, whose address is 8000 S. Chester Street, Suite 500, Centennial, Colorado 80112 (the “Design Consultant”), collectively, (“the Parties”).

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of The Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

1.03 Independent Contractor. The Design Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Design Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibit A**.

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design

Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's The Department of Transportation and Infrastructure, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the

tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.

- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional

services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT) assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT assisted contracts. **Local Public Agencies (“LPA” or “City”) that are subrecipients of FHWA funding from the Colorado Department of Transportation (CDOT) must comply with CDOT’s FHWA-approved DBE Program.** To such end, CDOT sets a contract goal for DBE participation for each DOT assisted LPA Contract. The DBE Goal for this contract is **0%**.

Prime consultant shall show it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the selected consultant demonstrates good faith efforts were made, but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Awarded Contractor (“Contractor”) throughout the project to ensure that the awarded consultant’s DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). The LPA may withhold payment or seek other contractual remedies if the awarded consultant is not complying with the requirements of this provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the awarded consultant if the awarded consultant has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

The awarded consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The awarded consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the awarded consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LPA deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Design Consultant for its service performed and expenses incurred under this Agreement as follows.

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **EIGHT HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$824,547.36)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant’s services, all other expenses shall be included in the Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **ZERO DOLLARS AND ZERO CENTS (\$0.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant’s maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ZERO DOLLARS AND ZERO CENTS (\$0.00)**.

3.04 Invoicing and Payment.

- (a) The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
- (b) Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$824,547.36)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The Agreement will commence on execution and expire 730 days after execution unless it is terminated earlier pursuant to the terms of this Agreement.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion

to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.

- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property

rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Examination Of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all time comply with D.R.M.C. 20-276.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Design Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Design Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

- (a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

- (i) **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5.08 Defense & Indemnification.

- (a) The Consultant hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Consultant or its subcontractors or sub-consultants either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
- (b) The Consultant duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Consultant’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages.
- (c) The Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work/Rates
Exhibit B	Key Personnel
Exhibit C	ACORD Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C

5.11 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.12 Governing Law; Venue. The Agreement between the Consultant and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Consultant shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Consultant, any subcontractors, employees, agents or servants of the Consultant engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

5.13. Conflict of Interest.

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.14 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.15 Time is of the Essence. The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Design Consultant, time is of the essence.

5.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.17 Proprietary or Confidential Information.

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may

be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) **Design Consultant’s Information:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City’s barring the Design Consultant from City facilities or participating in City operations.

5.19 No Employment of a Worker Without Authorization to Perform Work Under the Agreement.

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Design Consultant certifies that:
1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
 2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Design Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

- (c) The Design Consultant is liable for any violations as provided in the Certification Ordinance. If the Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Design Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Design Consultant from submitting bids or proposals for future contracts with the City.

5.20 Disputes. All disputes between the City and Design Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

5.21 Waiver of C.R.S. 13-20-802, et seq. The Design Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

5.22 Survival of Certain Contract Provisions. The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant’s obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.”

5.23 Advertising and Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

5.24 Legal Authority. Design Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

- to the City: Executive Director of The Department of Transportation and Infrastructure
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202
- to the Design Consultant: Stanley Consultants, Inc.
8000 S. Chester Street, Suite 500
Centennial, Colorado 80112

The addresses may be changed by the Parties by written notice.

5.26 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 Electronic Signatures and Electronic Records. Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202264625-00
Contractor Name: STANLEY CONSULTANTS, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202264625-00
STANLEY CONSULTANTS, INC.

DocuSigned by:
By: Sarah Zarzecki
8AAA2F4280FF4AF...

Name: sarah zarzecki
(please print)

Title: Denver Transportation Department Manager
(please print)

ATTEST: [if required]

DocuSigned by:
By: Lindsey Rasmussen
CA4AA781F0DA411...

Name: Lindsey Rasmussen
(please print)

Title: Transportation Engineer
(please print)

EXHIBIT A

Scope of Work/Rates



**SCOPE OF WORK
CITY & COUNTY OF DENVER – DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE
HSIP FY 2024 COLORADO BLVD & ALAMEDA AVE**

I. Introduction

Project Background, Overview, and Anticipated Improvements:

The HSIP 24 Traffic Signal Upgrade is a federal/state HSIP grant project managed by the City and County of Denver (CCD) Department of Transportation & Infrastructure (“DOTI”). The overall objective of this project is to improve public safety for all modes of transportation on state highways and city streets. This is a combined project of two smaller grants/projects of similar size and scope with locations on two of Denver’s major transportation corridors – Colorado Boulevard and Alameda Avenue. The project will be to redesign the reconstruction of six (6) traffic signals within the City and County of Denver that were identified in the grants. The locations of these traffic signals are at the following intersections:

1. Alameda Avenue and Sheridan Boulevard
2. Alameda Avenue and Federal Boulevard
3. Alameda Avenue and Colorado Boulevard
4. Colorado Boulevard and 35th Avenue
5. Colorado Boulevard and Bruce Randolph Avenue
6. Colorado Boulevard and 26th Avenue

The proposed improvements shall be to redesign and reconstruct the traffic signal and the intersection. In addition to the traffic signal improvements, there will be improvements made to signing and striping, curb ramps, sidewalks, curb and gutters, curb returns, storm sewer inlets and manholes at each intersection for enhanced pedestrian access as well as ADA accessibility.

Additional improvements identified by the city include:

1. Alameda Avenue and Sheridan Boulevard:
 - Install new control cabinet at same location as existing one.
 - Redesign and reconstruct bypass island on the NW corner
 - Investigate possibility to extend nose of the raised median on east side of the intersection.
2. Alameda Avenue and Federal Boulevard:
 - Install new control cabinet on NW corner
 - Investigate possibility to extend nose of the raised median on north side of the intersection.
3. Alameda Avenue and Colorado Boulevard:
 - Install new control cabinet at same location as existing one.
4. Colorado Boulevard and 26th Avenue:
 - Install new control cabinet at same location as existing one.
 - Redesign intersection to improve left-turn offsets.
 - Coordinate design with bike lane project on 26th Avenue.
 - Evaluate dedicated right turn lanes on EB and WB 26th Avenue.



5. Colorado Boulevard and Bruce Randolph Avenue:
 - Install new control cabinet on NW corner.
 - Close the driveway on NW corner at gas station.
 - Coordination with the CCD bike and NTMP teams on the Bruce Randolph Bike Lane Design
 - Evaluate and design, if deemed feasible, floating bus islands on both approaches of Bruce Randolph to Colorado Boulevard. Redesign intersection to improve northbound and southbound left turn offsets.

6. Colorado Boulevard and 35th Avenue:
 - Install new control cabinet on NW corner.
 - Coordinate design with bike lane project on 35th Avenue.
 - Coordinate design with development project on the NE corner.
 - Redesign intersection to improve northbound and southbound left turn offsets.
 - Install attached sidewalk on east leg of 35th Avenue– south side from Colorado Boulevard to Albion Street.
 - Rebuild driveway at gas station on the SE corner.
 - Bulb outs at this intersection are acceptable.

Additional work elements include signal timing for all 6 intersections.

Denver Wastewater is also requiring Subsurface Utility Engineering (SUE) and 100% storm sewer design at Federal Blvd and Alameda Avenue. Previous plans have been designed by Denver Wastewater internally; the analysis will be confirmed and finalized incorporating existing utility information.

II. Scope of Work

It is anticipated that this project will consist of the following tasks:

0. Project Administration
1. Survey & QLB SUE Investigation for the Intersection & Traffic Signal Design
2. Conceptual Layouts
3. 30% (FIR) & 90% (FOR) Plans
4. Right of Way Documents (not included in this scope of work)
5. Right of Way Acquisition (not included in this scope of work)
6. Utility Coordination
7. NEPA Environmental Clearance
8. Federal & Alameda SUE & 100% Drainage Documents
9. Final Plans
10. Construction Bid Documents
11. Coordination & Meetings
12. Signal Timing
13. Construction Support (not included in this scope of work)



Task 0 - Project Administration

This task entails the effort required to set up, administer, coordinate and generally manage the overall project. Efforts include project set up, internal staff communications, coordination and meetings with the CCD Project Management Team, invoicing and project close out.

Task 1 - Survey & QLB SUE Investigation for the Intersection & Traffic Signal Design

Task 1.1 – Survey (105 WEST)

This task includes full survey as needed to complete the design of the project.

Permits/ Permission to Enter

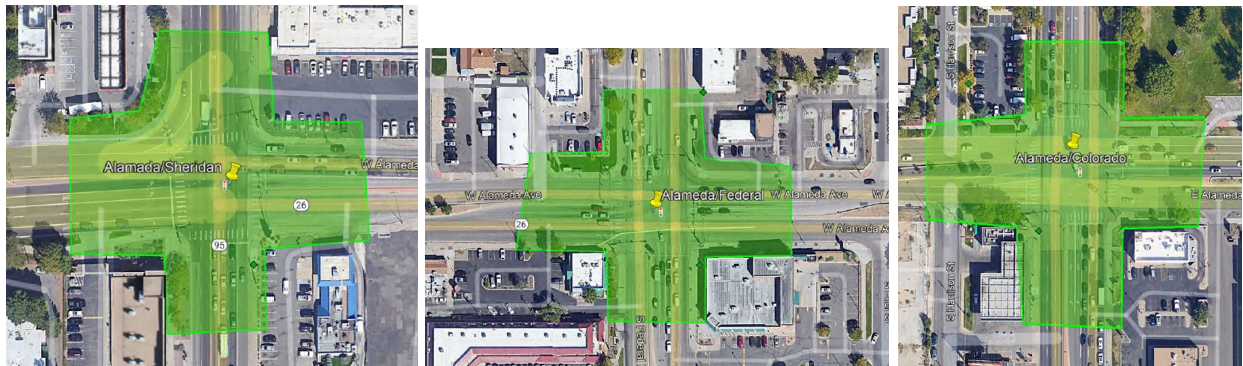
105 West will apply for the right-of-way permits from CCD and CDOT as necessary in order to perform survey work within the public rights-of-way. As part of this task, 105 West will acquire up to forty three (43) permission to enter private property forms for surveying purposes from the private parcel owners adjacent to the project sites. It is our understanding that the CCD will address any private landowners that will not grant survey access to 105 West field personnel.

Project Control

105 West will establish horizontal and vertical (NAVD 88) control monuments based on the City and County of Denver's horizontal and vertical datum. 105 West anticipates setting up to twenty (20) semi-permanent control points to be used for surveying purposes. As part of this task, 105 West will provide a project control diagram (PCD) depicting the newly established points and suitable for insertion into City and County of Denver plan documents. Additionally, 105 West will include any found monumentation referenced in the Preliminary Ownership/ROW Map task in table format on the PCD.

Topographic Design Survey

105 West will obtain, by field methods, existing, visible planimetric features and topography at a one foot (1') contour interval. The topographic survey will include existing edges of pavement, curb and gutter, flowlines, curb ramps, sidewalks, street lighting, pavement markings, traffic control signs, guardrail, and above ground utility features within the topographic limits for the locations shown in Green below. All electronic deliverables will be provided in OpenRoads format. In addition, 105 West field personnel will acquire manhole inverts. For the protection of our field crews, traffic control will be provided by Legacy Traffic Management.



Approximate Survey Limits



Approximate Survey Limits (continued)

Preliminary Ownership/Right-of-Way Map

In order to determine right-of-way limits for the project limits as shown on the attached Exhibit A, 105 West will obtain subdivision plats, land surveys and vesting deed information for approximately forty four (44) privately owned parcels adjoining the project right-of-way limits. Based on this information, 105 West will survey pertinent aliquot land corners, CCD Range Points, and property evidence, as necessary, associated with the adjoining parcel deeds and prepare a preliminary ownership/right-of-way map based on record information.

Task 1.2 – QLB SUE Investigation (Reconn/MurraySmith & 105 WEST)

Subsurface Utility Engineering investigation tasks will be to performed for the intersection and traffic signal design of the project. This work includes: QLB SUE investigation within the disturbance area – 25' either side of the proposed traffic signal caissons and the traffic signal conduits. This work will be completed by MurraySmith (a CONSOR company) and Recon. Recon will locate and mark utilities in the field, and the markings will be surveyed by 105 West. Linework will be provided to Apex, Recon, and MurraySmith for post-processing and production of SUE plans.

Task 2 – Conceptual Layouts (Stanley Consultants & Apex/Consort)

Conceptual layouts of the civil and signal improvements will be developed at the six intersections for an informal review by DOTI staff.

Task Description:

- Prepare conceptual design of the six locations (15% completion) that consist of the traffic signal and intersection design on aerial imagery.
- The conceptual design level will be for an informal review by DOTI staff only. At this level only the proposed hard surface sidewalks, geometric intersection changes, ADA ramps, curb returns, and approximate locations of traffic signal poles are needed. These layouts will be used for a field walk through/meeting.

Deliverables

- Informal electronic submittal, in PDF format, of 11x17 sheets



Task 3 – 30% (FIR) & 90% (FOR) Plans & Design (Stanley Consultants & Apex/Conсор)

Task 3 is to prepare 30% (FIR) and 90% (FOR) level plans of the six locations that consist of the traffic signal and intersection designs per CCD DOTI conceptual design review comments. The plans shall consist of:

- Title Sheet – Project name and number, project description, vicinity map with project location, sheet index, and horizontal and vertical control information.
- CDOT Standards Plans List Sheet
- City and County of Denver Standard Legend and Key Notes Sheet
- General Notes Sheet - Construction, storm water, wiring, signing and striping, utilities, environmental, and forestry notes as necessary
- Summary of Approximate Quantities/Tabulations by intersection in CDOT format
- Standard Removal Sheet for each intersection
- Civil Design Plan for each intersection using station/offset convention
- Curb return and curb and gutter profiles, if necessary
- Intersection Detail Sheets to provide curb ramp grading information
- Horizontal Control/Geometric Plans
- Signal Plan for each intersection
- Signing and Striping Plan for each intersection
- Storm sewer profiles and details
- Storm Water Management Plans in accordance to CDOT standards and specifications
- Details Sheet – Construction details for any non-standard ramps or other improvements
- Survey Control Sheet for each intersection
- Utility Conflict Matrix
- SUE plans for each intersection

An electronic PDF of the draft 30% (FIR) plans (11"x17") will be submitted to DOTI and CDOT staff for review.

Once comments have been received from DOTI, ER and CDOT, consultant shall schedule and attend a FIR meeting with CDOT and a Comment Resolution meeting with CCD (if necessary). Minutes to these meetings will be prepared by consultant and shared with DOTI and CDOT.

Consultant will revise the 30% (FIR) plans per the comments received from the FIR CDOT and 30% ER and DOTI staff reviews and prepare 90% (FOR) plans, engineer's estimate of probable cost and specifications for the design of the six intersections. Consultant will also provide a formal comment response matrix letter for all comments received from the ER review for the 90% (FOR) submittal.

An electronic PDF of the 90% (FOR) plans (11"x17"), engineer's estimate of probable cost, specifications and comment responses will be submitted to Transportation and Mobility, ERA and CDOT.

Once comments have been received from DOTI, ER and CDOT, consultant shall schedule and attend a FOR meeting with CDOT and a comment resolution meeting with CCD. Minutes to these meetings will be prepared by consultant and shared with DOTI and CDOT.

CIVIL/INTERSECTION DESIGN (Stanley Consultants)

Existing curb ramp and cross walk deficiencies will be identified and any given constraints that may affect the design including curb returns, and adjacent infrastructure. Safety records will be reviewed to identify intersection safety and operational deficiencies than can be improved with design improvements. The proposed design layout will address DOTI's concerns, follow ADA standards and



work within the limits identified. Detailed design layouts for each quadrant of the intersection will be created including return alignments and profiles, detailed ramp layout for field staking during construction.

TRAFFIC SIGNALS (Apex/Conсор)

Traffic signal design will include upgraded controllers and cabinets with uninterrupted power source (UPS), cameras, signal poles and mast arms, heads, conduit, CCTV cameras, antennas, and new emergency vehicle preemption systems.

DRAINAGE (Stanley Consultants)

Drainage will be evaluated at each intersection to ensure adequate vehicular, pedestrian and bicycle movements. Hydrology will be analyzed to determine flows at each intersection, and hydraulic analysis will be completed to determine curb and gutter, inlet and pipe capacities. All drainage infrastructure design will be handled in a way that will require the least possible impacts to the existing drainage system. Curb and gutter flows will be directed away from, or intercepted prior to crossing all curb ramps where practicable. All existing drainage patterns will be maintained and all City and County of Denver Drainage criteria will be met where feasible. Stormwater management plans and quantities will be provided to meet as CDOT and CCD requirements.

Deliverables

- Stormwater Management Plans and Quantities
- Storm Sewer Plans, Profiles, and Quantities
- Drainage Design Memorandum

SIGNING & STRIPING, CONSTRUCTION PHASING AND CONSTRUCTION TRAFFIC CONTROL (Stanley Consultants & Apex/Conсор)

The proposed lane configurations of each intersection will resemble that of the existing-lane widths, storage lengths, and lane assignments will be matched. Striping will be refreshed for approximately 50 feet in each direction of the intersection. Crosswalk markings will be refreshed as needed to accommodate curb return and curb ramp improvements. Additional signage will be added as needed including those for the promotion of pedestrian safety.

There will be no detailed construction traffic control plans generated for this project. It is anticipated that the contractor will follow appropriate applications from the Manual on Uniformed Traffic Control Devices. Typical Applications 6, 29, and 33 of the MUTCD will likely be the most commonly used applications. Considering the high pedestrian usage along these corridors, a quadrant by quadrant phasing would be desirable. For all intersections, no more than one lane in each direction should be closed, with no closures during peak travel times.

Deliverables

- Signing and Striping Plans Quantity Tabulation
- Construction Traffic Control Notes/Quantities

Task 4 – Right of Way Documents (not included in this scope of work)

Right of Way (ROW) requirements will be determined following the preliminary/30% design submittal. The ROW tasks will be completed under a separate scope of work/change order once the project footprint is agreed upon and impacts are known.



Task 5 – Right of Way Acquisition (not included in this scope of work)

Right of Way (ROW) acquisition requirements will be determined following the preliminary/30% design submittal. The ROW acquisition tasks will be completed under a separate scope of work/change order once the project footprint is agreed upon and impacts are known.

Task 6 – Utility Coordination (Stanley Consultants)

This task will utilize the SUE investigation and proposed design to identify potential utility conflicts. Stanley Consultants, Inc. will work with the CCD to coordinate with impacted utility owners. Utility design (expect for tasks identified in Task 8) are not included in this scope of work.

Task Description:

- Meet one-on-one with utility companies and jurisdictions to discuss project scope, utility conflicts, and relocation and mitigation strategies. Set up meetings, develop agendas, facilitate meetings, and develop meeting minutes.
- Develop a utility matrix for utilities within each intersection for use during construction
- Obtain license agreements, and relocation agreements from Utility companies as applicable and provide to CCD.
- Conduct/Attend utility coordination meetings.
- After 90% plan review, conduct as needed coordination/comment resolution meetings with utility owners on wet and dry utility design.
- Prepare the utility specification
- Prepare, coordinate and obtain utility clearance letters with the affected utility agencies.
- Complete Xcel Energy work order request form. Obtain estimates of probable cost for utility relocations that are a cost to the project.

Task 7 – NEPA Environmental Clearance (Pinyon Environmental)

As the project is federally funded, with CDOT oversight, it has been determined that a National Environmental Policy Act (NEPA) study is required; the level of study required is assumed to be a Categorical Exclusion (CatEx) utilizing CDOT Form 128. For this project, Pinyon Environmental, Inc. (Pinyon) will support the project to achieve CDOT Environmental

Clearance by completing technical studies as noted on CDOT Form #128 and outlined below.

We have assumed that each deliverable will have two rounds of review/revision/comment; the first by CCD, then by CDOT. An initial action item will be to reach out to the CCD Environmental Project Manager to confirm this scope of work. Pinyon assumes the field surveys for hazardous materials and biological resources will include all five (5) signals/intersections and occur over one day by a team of two people. The site visit of historic resources will be completed in one day by a single person. It is assumed that resource work/ clearances will follow CCD and CDOT/FHWA processes unless otherwise discussed with the project team.

<i>Task</i>	<i>Project Resources and Deliverables</i>	<i>Deliverables</i>
Air Quality	HSIP projects are exempt from Air Quality analysis. This will be documented in the Environmental Summary Memo.	Environmental Summary Memo
Noise	Pinyon assumes the project will be a Type III project for noise and will not require a Type I traffic noise analysis, which will be documented in the Environmental Summary Memo. Should the nature of the project change and the project is re-classified as a Type I, additional scope and fee will be required.	Environmental Summary Memo



Task	Project Resources and Deliverables	Deliverables
<p>Hazardous Materials</p>	<p>A Pinyon hazardous materials resource specialist will complete a site visit and prepare a CDOT Initial Site Assessment (ISA) Report. Pinyon will also obtain an environmental records search database for reference. The focus of the ISA will be areas where ground disturbances are anticipated. Two asbestos and 20 lead paint samples will be collected analyzed for analytes.</p> <p>Subsurface soil and groundwater investigations are not included in this scope of work and would require additional fee.</p> <p>Given the developed nature of the project area, significant biological resources are not anticipated to occur in, or be impacted by, the project. Therefore, Pinyon will complete a field visit to assess the study area for threatened and endangered species habitat (not species-specific surveys), wetlands/non-wetland waters, vegetation and noxious weeds, Senate Bill 40 (SB 40) resources, migratory birds, and raptors. The field survey will be completed by one Pinyon biologist in a one-day period. Geographic Information System (GIS) data will be provided for incorporation into the project plans, and for impact analysis during advanced design. Pinyon assumes Stanley will calculate impacts using the provided GIS data.</p> <p>Results of the field visit will be summarized in a Biological Resources Report (BRR). As the project takes place in a highly developed area, Pinyon assumes the following:</p> <ul style="list-style-type: none"> • Pinyon, Stanley, and CCD will agree on the project area boundaries prior to any field work being completed—this will help focus the study areas and refine the work to avoid future changeorders. • GIS data will be provided in the local State Plane Coordinate system. • The impact assessment will reveal a <i>No Effect</i> to federally listed species. Therefore, coordination with the US Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is <i>May Affect, But Not Likely to Adversely Affect</i>, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary. • Waters of the US (WOTUS), including non-wetland waters and wetlands, are not anticipated to occur in the project areas; therefore, Section 404 permitting would not be required. In addition, a CDOT Wetland Finding report would not be required. Should WOTUS be identified during the site visit, and impacts occur, then this scope and fee would need to be revisited. • It is assumed an Integrated Noxious Weed Management Plan (INWMP) will not be required. If an INWMP is needed, additional scope and fee would be required. • No SB 40 resources are anticipated in the project areas. 	<p>ISA Report</p> <p>Asbestos/ Lead Based Paint Results documented in ISA</p> <p>Environmental Summary Memo</p> <p>Documented in BRR</p> <p>Environmental Summary Memo</p>



Task	Project Resources and Deliverables	Deliverables
Historic Resources	<p>After establishing and confirming the Area of Potential Effects (APE) with CDOT, Pinyon will complete a literature review and Office of Archaeology and Historic Preservation (OAHP) COMPASS database search. Pinyon will complete a Section 106 consultation package for CDOT use in consultation with the State Historic Preservation Office (SHPO), including an APE map, OAHP Forms, and Eligibility and Effects Letter. Pinyon anticipates a Section 106 determination of <i>No Adverse Effect</i>. Pinyon anticipates a Section 4(f) determination of <i>de minimis</i>, which will be documented in the Eligibility and Effects Letter. This scope assumes up to four OAHP forms. Pinyon has made the following assumptions:</p> <ul style="list-style-type: none"> • Any Right of Entry will be coordinated and provided by the Stanley/CDOT. • This scope assumes a Section 106 determination of no adverse effect; should the project result in a determination of adverse effect, this scope will need to be revisited and additional fee will be required. • Should more than four resources for historic survey be identified, this scope will need to be revisited. 	<p>APE Map</p> <p>Up to four OAHP forms</p> <p>Eligibility and Effects Letter</p> <p>Environmental Summary Memo</p>
Environmental Justice	<p>Based on information provided in the RFP, an environmental justice analysis is recommended to ensure public involvement participation is available to any minority, low-income, linguistically isolated, and transit dependent populations in the project area. Pinyon will provide a brief analysis to identify environmental justice populations using the CDOT NEPA Manual Environmental Justice methodology. The results of this analysis will be summarized in the Environmental Summary Memo. This data can be used by the project team to provide public involvement support that is tailored to the demographics of the project vicinity. This scope and fee does not include public outreach.</p>	<p>Environmental Summary Memo</p>
Visual	<p>No scope will be completed for this task.</p>	<p>NA</p>
Paleontology	<p>CDOT to clear internally. Based on scope of project, no impacts or evaluations are required. Pinyon will note their findings and date of clearance in the environmental summary memorandum.</p>	<p>Environmental Summary Memo</p>
Archaeology	<p>CDOT to clear internally. Based on scope of project, no impacts or evaluations are required. Pinyon will note their findings and date of clearance in the environmental summary memorandum.</p>	<p>Environmental Summary Memo</p>
Non-historic Section 4(f) Resources	<p>CDOT will clear this resource internally; Pinyon will note their findings and date of clearance in the environmental summary memorandum.</p>	<p>Environmental Summary Memo</p>

Task 8 – Federal & Alameda SUE & 100% Drainage Design Documents

Utilizing the provided Denver Wastewater 60% design documents the consultant will collect SUE information to confirm the initial design is without conflict and prepare 100% drainage plans.



Task 8.1 Federal & Alameda SUE (Reconn/MurraySmity & Stanley Consultants)

Utility Research and Locating – Obtain the location of all utilities (including test holes except service lines) – minimization of impacts, particularly Denver Water, is important.

- Ensure utility investigations are sufficient to meet or exceed ASCE 38 standard per Senate Bill 18-167.
- For your proposal, assume a conservative number of additional test holes needed to meet SUE requirements and provide QL-A for potential conflicts with drainage infrastructure and existing utilities. A maximum of 4 total days of QL-A test hole included for the project.
- Coordination of field walk with CCD staff at the 60% submittal which includes painting ROW lines, all existing utilities, centerline of proposed pipe, trench width of proposed pipe and structures.
- Identify all water service lines that may potentially be impacted by the project
- Coordinate relocation of utilities after 60% comments have been addressed.
- Identify utility conflicts so that the CCD PM can submit work orders to relocate utilities
- Site visits with impacted utility owners
- Survey utility potholes and utility paint markings o Survey should be in CCD_Local coordinate system (as detailed below under “Survey Requirements”)
- The SUE plan shall be designed and sealed by a Professional Engineer licensed in Colorado consistent with requirements in Senate Bill 18-267 and standard industry practice.

Task 8.2 Drainage Technical Review & Revisions as Necessary for 100% Drainage Design (Stanley Consultants)

This task is associated with all work necessary to perform technical review and, if necessary, update the design of the project’s drainage facilities based on the findings a Subsurface Utility Engineering (SUE) investigation.

- Review provided drainage related documents and notify CCD of issues associated with the methodology.
- Update utility cross section/storm profile with vertical SUE information. Add test hole locations to the plan view.
- Revise pipe profile, if necessary, to avoid utility conflicts identified in the SUE investigation
- Revise construction drawings, estimate inlet calculations, and drainage report to confirm that the design meets CCD drainage criteria.

Task 9 – Final Plans (Stanley Consultants & Apex/Conсор)

Task 9 is to revise the 90% (FOR) plans and specifications per the comments received from CDOT, ER and DOTI staff reviews and prepare 100% plans, engineer’s estimate of probable cost and specifications for the design of the six (6) intersections. An electronic PDF of the 100% plans (11”x17”), engineer’s estimate of probable cost, and specifications will be submitted to CDOT and DOTI for final review. DOTI staff will prepare the submittal to ER for review. Consultant will also provide a formal comment response matrix letter for all comments received from the ER review for the 100% submittal to ER. Consultant shall schedule and attend a final comment resolution meeting with CCD and provide minutes if necessary.

Stanley will prepare the necessary project special/technical construction specifications and tabulations of construction pay items for CCD review. The specifications will be formatted to supplement the CDOT’s Standard Specifications for Road and Bridge Construction, 2021 edition. An engineer’s estimate of probable cost based on current bid prices from CCD on recent signalization projects and roadway projects.



Task 10 – Construction Bid Documents (Stanley Consultants & Apex/Consort)

Task 10 is to generate final construction bid documents (AD plans, engineer's estimate of probable cost and construction specifications) in accordance with any further review comments and submit the entire bid document DOTI for bidding.

An electronic PDF (11 x 17) of the final construction bid documents shall be submitted to CDOT and DOTI staff. Also, electronic files of base files (AutoCAD), specifications (Word), and engineer's estimate of probable cost (Excel) shall be submitted to CCD to be included in the bid package.

Task 11 – Coordination Meetings (Stanley Consultants & Apex/Consort)

Task 11 is to coordinate through regular communication and to attend coordination meetings, as necessary, with CDOT and CCD Transportation and Mobility staff during the design phase of the project. In addition to regular communication primarily through email and phone, the following coordination virtual meetings are anticipated:

1. CCD DOTI Kickoff Meeting
2. Concept Review Field Meeting (in person)
3. CDOT FIR meeting
4. CCD 30% Comment Resolution Meeting
5. CDOT FOR meeting
6. CCD 90% Comment Resolution Meeting
7. Final Comment Resolution Meeting

Consultant will be responsible for preparing agendas, exhibits and handouts and will conduct and write minutes to all meetings.

It is anticipated that up to seven (7) progress meetings will be required in addition to design review meetings.

Task 12 – Signal Timing (Apex/Consort)

Task 12 is to collect traffic counts and prepare Synchro models and Tru-Traffic files for each time-of-day plan (AM, PM, All-Other-Times). Before and after runs are excluded.

Task Description:

- Prepare Synchro models and Tru-Traffic files for each time-of-day plan (AM, PM, All-Other-Times). Synchro will be used to optimize cycle lengths, phase sequences, phase splits, and intersection offsets. A time-space analysis will be performed using both Synchro and Tru-Traffic. Time-space diagrams will be submitted to CCD for comments.
- Signal timing plans will be prepared in TEAMS to be reviewed and approved by Transportation Design and will include additional fine tuning as necessary.



III. Schedule

The tasks outlined in this scope are anticipated to be completed 18 months after Notice to Proceed.

- Notice To Proceed – July 2022
- Kick-Off Meeting – August 2022
- Concept Design – September 2022
- FIR Design – January 2023
- FOR Design – July 2023 (pending potential CO for ROW activities)
- Final Design – October 2023
- AD Documents – January 2024

Items to be provided by the City and County of Denver:

- Digital aerial photos of each intersections if necessary
- Right-of-way mapping for each intersection (AutoCAD format)
- City and County of Denver Signal Standard Drawings in AutoCad 2000 format

IV. Scope of Services – Assumptions/Exclusions

The following are the Stanley team's additional assumptions and/or exclusions to the above scope of services:

- It is assumed that the project will be one construction package.
- It is assumed that no structural or geotechnical services will be required for this project and is excluded from our scope of services
- Right of way plan and acquisition services will be provided under a separate scope of work
- Survey & ROW exclusions:
 - CCD Range Point Perpetuation
 - Final ROW Plans/ Legal Descriptions
 - Monumentation of existing or proposed ROW/Easements
- Utility design (except for Task 8) is excluded (wet and dry utilities) from the scope of services
- SUE: QL-C or QL-D data will be collected on storm and sewers except for the storm sewer replacement at Federal and Alameda which will be QL-B.
- Acquisition of utility easements is excluded from the scope of services
- All drainage improvements will be designed to create the least possible impact to the existing systems. Inlets that are required to be relocated will be connected back into the main storm system with a lateral pipe with a diameter of 18" or the existing pipe lateral diameter whichever is greater.
- It is assumed that there will be no water quality treatment requirements for this project and is excluded from our scope of services.
- Apex will provide fiber optic communication elements (switches, lateral cables, and communications pull boxes) as part of the signal design. Network and splicing design are excluded and will be provided by CCD to the Contractor during construction.
- Structural design for any special signal structures is excluded.
- Soil profiles are excluded.
- Before and after travel time runs are excluded

Proposal
 HSIP FY 2024 Colorado Blvd & Alameda Ave Engineering Design

7/1/2022



City & County of Denver (6 Intersections)

TASK DESCRIPTION	Principal	Sr. Project Manager	QAQC Manager	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer in Training I	Engineer in Training II	Senior Designer II	Admin Support	TOTAL HOURS
0. Project Administration & Management												
0.1 Project Set Up		4								4	8	16
0.2 General Administration & Management of Project	4	72									18	94
0.3 Invoicing		36									36	72
0.4 Project Close Out		4									6	10
TOTAL TASK 0	4	116	0	0	0	0	0	0	0	4	68	192
1. Survey & QLB SUE Investigation for Intersection & Traffic Signal Design												
1.1 Import & Review Survey/Base Map/ROW/SUE			4							12		16
1.2 QA of SUE deliverable		2	4							12		18
TOTAL TASK 1	0	2	8	0	0	0	0	0	0	24	0	34
2. Conceptual Layouts of Intersection												
2.1 Initial Design layouts for DOTI Review		8	4	16					60	20		108
TOTAL TASK 2	0	8	4	16	0	0	0	0	60	20	0	108
3A. 30% FIR Plans												
3A.1 Title Sheet, General Notes, Standard Plans									20	4		24
3A.2 SOAQ				8		4			20			32
3A.3 Roadway Geometry and Details				40					80			120
3A.4 Roadway Plans		16		20					40			76
3A.5 Curb Return Profile				40					40			80
3A.6 Removal Plans				8					60			68
3A.7 Drainage Design and Plans						40	60			8		108
3A.8 Construction Traffic Control				4				20				24
3A.9 Stormwater Management Plans						16	60					76
3A.10 QA/QC of submittal		20	30									50
3A.11 Estimate	4			4								8
TOTAL TASK 3A	4	36	30	124	0	0	60	140	260	12	0	666
3B. 90% Submittal- Plans												
3B.1 Title Sheet, General Notes, Standard Plans									20	4		24
3B.2 SOAQ and Civil Tabulation Sheets				20		6			40	20		86
3B.3 Roadway Geometry and Details				40					100			140
3B.4 Roadway Plans		16		40					60			116
3B.5 Curb Return Profile				40					40			80
3B.6 Removal Plans				16					80			96
3B.7 Drainage Design and Plans						40	80			8		128
3B.8 Construction Traffic Control				16				40				56
3B.9 Stormwater Management Plans						16	40					56
3B.10 QA/QC of submittal		30	40		40							110
3B.11 Specs		20										20
3B.12 Estimate	4			4								8
TOTAL TASK 3B	4	66	40	176	40	0	62	160	340	32	0	920
4. Right of Way Documents												
4.1 Not included in this scope of work												0
TOTAL TASK 4	0	0	0	0	0	0	0	0	0	0	0	0

TASK DESCRIPTION	Principal	Sr. Project Manager	QAQC Manager	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer in Training I	Engineer in Training II	Senior Designer II	Admin Support	TOTAL HOURS
5. Right of Way Acquisition												
5.1 Not included in this scope of work												0
TOTAL TASK 5	0	0	0	0	0	0	0	0	0	0	0	0
6. Utility Coordination												
6.1 Identification of Conflicts / Utility Matrix		4	8	20								32
6.2 Utility Sheets			8	8					60			76
6.3 Utility Coordination Meetings		40	8	20					20			88
6.4 Utility Agreements		30		16								46
6.5 Xcel Work Orders		6		24								30
TOTAL TASK 6	0	80	24	88	0	0	0	0	80	0	0	272
7. NEPA Environmental Clearance												
7.1 Environmental Clearance Coordination		16		8								24
TOTAL TASK 7	0	16	0	8	0	0	0	0	0	0	0	24
8. Federal & Alameda SUE and 100% Drainage Design												
8.1a SUE			4				2					6
8.1b Utility Coordination		16	4	8			16					44
8.2a Review of existing drainage related documents							40					40
8.2b Incorporation of SUE information, revisions to Drainage for 90%		2	4				40	100				146
8.2c Revised Construction drawings and calculation package		2	4				40	40				86
TOTAL TASK 8	0	20	16	8	0	0	138	140	0	0	0	322

TASK DESCRIPTION	Principal	Sr. Project Manager	QA/QC Manager	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer in Training I	Engineer in Training II	Senior Designer II	Admin Support	TOTAL HOURS
9. 100% Final - Plans												
9.1 Plan Revisions				24			24	40	80	16		184
9.2 QA/QC of submittal		8	20									28
9.3 Specs		20										20
9.4 Estimate	4	4		8								16
TOTAL TASK 9	4	32	20	32	0	0	24	40	80	16	0	248
10. Construction Bid Documents												
10.1 Plan Revisions				16			16	20	40	8		100
10.2 QA/QC of submittal		4	8									12
10.3 Specs		8										8
10.4 Estimate	4	2		4								10
TOTAL TASK 10	4	14	8	20	0	0	16	20	40	8	0	130
11. Coordination Meetings												
11.1 CCD Coordination Meetings = 7 formal meetings and 7 progress meetings	4	28		14			14					60
11.2 Coordination Meeting Minutes		14									28	42
TOTAL TASK 11	4	42	0	14	0	0	14	0	0	0	28	102
12. Signal Timing												
12.1 To be completed by Apex/Conсор												0
TOTAL TASK 12	0	0	0	0	0	0	0	0	0	0	0	0
13. Construction Support												
13.1 Not included in this scope of work												0
TOTAL TASK 13	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL TASKS 1 - 13:	24	432	150	486	40	0	314	500	860	116	96	3018



7/1/2022

PROPOSAL
CITY AND COUNTY OF DENVER
HSIP FY 2024 Colorado Blvd & Alameda Ave Engineering Design

Summary - Intersection Design and Construction Documents

<i>Labor:</i>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
	Principal	24	\$265.75	\$6,378.00
	Sr. Project Manager	432	\$244.55	\$105,645.60
	Project Manager	0	\$169.98	\$0.00
	QAQC Manager	150	\$255.28	\$38,292.00
	Senior Engineer I	486	\$195.75	\$95,134.50
	Senior Engineer II	40	\$281.44	\$11,257.60
	Engineer I	0	\$135.98	\$0.00
	Engineer II	314	\$157.40	\$49,423.60
	Engineer in Training I	500	\$107.18	\$53,590.00
	Engineer in Training II	860	\$127.27	\$109,452.20
	Senior Designer I	0	\$160.64	\$0.00
	Senior Designer II	116	\$182.27	\$21,143.32
	Designer	0	\$124.77	\$0.00
	Intern	0	\$69.66	\$0.00
	Admin Support	96	\$111.60	\$10,713.60
		3018		\$501,030.42
<i>Subconsultants:</i>	<u>Company</u>			<u>Total</u>
	Conсор Engineers, LLC			\$176,780.00
	Conсор (Signal Timing, Signal Design, Signing/Striping)		\$101,058.00	
	Reconn (SUE Location/Plans/Test holes)		\$61,660.00	
	MurraySmith (SUE Engineering/PE Stamp)		\$14,062.00	
	Pinyon Environmental, Inc.			\$40,746.94
	105 West, Inc.			\$105,990.00
				\$323,516.94
<i>Expenses:</i>	<u>Description</u>			<u>Total</u>
	Mileage, Reproduction, Delivery Service, Postage			\$0.00
				\$0.00
				\$824,547.36
	TOTAL FOR DESIGN & REVIEW DOCUMENTS			\$824,547.36

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Stanley Consultants, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Final responsibility for planning and direction of projects	265.75
Sr. Project Manager	Overall management of projects – senior level	244.55
Project Manager	Overall management of projects – mid-level	169.98
QA/QC Manager	Project QA/QC	255.28
Senior Engineer I	Professional engineer with responsibility for technical details, 12+ yrs	195.75
Senior Engineer II	Professional engineer with responsibility for technical details, 20+ yrs	281.44
Engineer I	Professional engineer working under general supervision, 5+ yrs	135.98
Engineer II	Professional engineer working under general supervision, 8+ yrs	157.40
Engineer in Training I	EIT under supervision of a licensed PE, 0-2 yrs	107.18
Engineer in Training II	EIT under supervision of a licensed PE, 3+ yrs	127.27
Senior Designer I	Computer Aided Drafting, design layouts & GIS, 15+ yrs	160.64
Senior Designer II	Computer Aided Drafting, design layouts & GIS, 20+ yrs	182.27
Designer	3D rendering and animation	124.77
Intern	Project assignments under direction of engineering professional	69.66
Administrative Support	Administrative and staff support services, project coordination	111.60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **3.10**.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

PRIME CONSULTANT: Stanley Consultants, Inc

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.15 / each
Copies (8 1/2 x 14")	\$ 0.20 / each
Red-line copies	\$ 2.00 / S.F.
Reproducibles	\$ 1.00 / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Dir.of Survey/Mapping	Project Principal/Perform Survey work and ROW work	\$140
Project Surveyor	Manage Projects/day-to-day field operations & surveying	\$120
Survey Technician	Perform all types of surveying required for completion	\$100
Party Chief	Perform field work and coordination	\$95
Instrument Operator	Assist Party Chief in performing field work/coordination	\$70
Administrative	Perform administrative duties	\$70
Survey Crew (1-Man)	Perform field work and coordination	\$135
Survey Crew (2-Man)	Perform field work and coordination	\$165
Survey Manager	Manage Projects/Perform Survey work and ROW work	\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: _____ 105 West, Inc. _____

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.12</u> / each
Copies (8 1/2 x 14")	\$ <u>0.14</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: CONSOR Engineers, LLC dba Apex Design

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 280
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 275
Senior Transportation Engineer IV	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 256
Senior Project Manager II	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 232
Senior Transportation Engineer III	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 232
Senior ITS Engineer II	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 200
Senior Transportation Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 200
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 194
Senior Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 182
Construction Manager I	Creates and manages construction schedules; Performs pre-and post-installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$ 172
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 156
ITS Engineer II	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 156
Construction Engineer II	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 144

Firm Name: CONSOR Engineers, LLC dba Apex Design

List ALL potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

ITS Construction Specialist	Supports ITS related construction management/services tasks.	\$ 142
Transportation Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 136
EIT IV	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Can directs EIT work tasks.	\$ 130
Senior Traffic Management Operator	Supports operations center work tasks.	\$ 126
Engineering Designer III	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$ 116
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 114
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 108
Construction EIT II	Field reconnaissance; review design plans and specifications; typical details; cost estimating; remote support; design clarifications; field management; field revisions; as-builts.	\$ 108
Senior Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 108
Graduate Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 104
Construction Inspector III	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 102
EIT I	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 102
Engineering Designer I	Supports transportation design efforts.	\$ 100
Transportation Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 90
Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 50
Project Assistant II	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 104
Project Assistant I	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~2.9.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime Consultant: _____

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$0.10</u> / each
Copies (8 1/2 x 14")	<u>\$0.20</u> / each
Red-line copies	<u>\$5.00</u> / S.F.
Reproducibles	<u>\$2.00</u> / page

SUB-CONSULTANT TEAM MEMBERSFirm Name: H.C. Peck & Associates, Inc.List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights	170
Sr. Project Manager	Day to day project management; acquisition	145
Project Manager	Day to day project management; acquisition	135
Sr. ROW Agent	Acquisition	125
ROW Agent III	Acquisition	112
ROW Agent II	Acquisition; acquisition support	100
ROW Agent I	Acquisition; acquisition support	90
Title Staff	Title work	137

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: H.C. Peck & Associates, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") (from SKLD)	\$3.75/ each
Copies (8 1/2 x 14") (from SKLD)	\$3.75 each
Red-line copies	N/A
Reproducibles (Courthouse copies)	\$0.25/ page

SUB-CONSULTANT TEAM MEMBERSFirm Name: Murraysmith

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer II	Certify SUE documents	\$242/Hr
Engineering Designer II	Field work and Site Evaluation	\$150/Hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: _____.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Murraysmith

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB-CONSULTANT TEAM MEMBERSFirm Name: Pinyon Environmental, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/	Responsibilities	Rate/Hr.
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$201
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$179
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$153
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 127
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$110
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$94
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$76
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Pinyon Environmental, Inc.

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Reconn Holdings, LLC

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Oversight and communication of project from NTP to completion	\$115/Hr
Field Technician	Field work	\$85/Hr
Administration	Communication and organization of all documentation, map and data research, permitting	\$75/Hr
Vac Technician	2 man crew for vacuum excavation	\$250/Hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: _____.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Reconn Holdings, LLC

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

EXHIBIT B

Key Personnel

STANLEY CONSULTANTS, INC. has identified the following individuals as 'Key Personnel' for the HSIP FY 2024 Colorado Boulevard & Alameda Avenue Project:

- Sarah Zarzecki – Project Manager/Design Lead
- Rob Pratt – Principal in Charge
- Dave Dyer – QA/QC Manager
- Tony Hurd – Traffic Lead
- Ethan Earl – Intersection Design
- Alyssa Pankow – Drainage and Erosion Control
- Pamela Rozell – Environmental Services
- Diana McHale – Traffic Analysis and Signal Timing
- Ben Waldman – Traffic QA/QC Manager
- J E Parker – ROW Services

Key Team Members

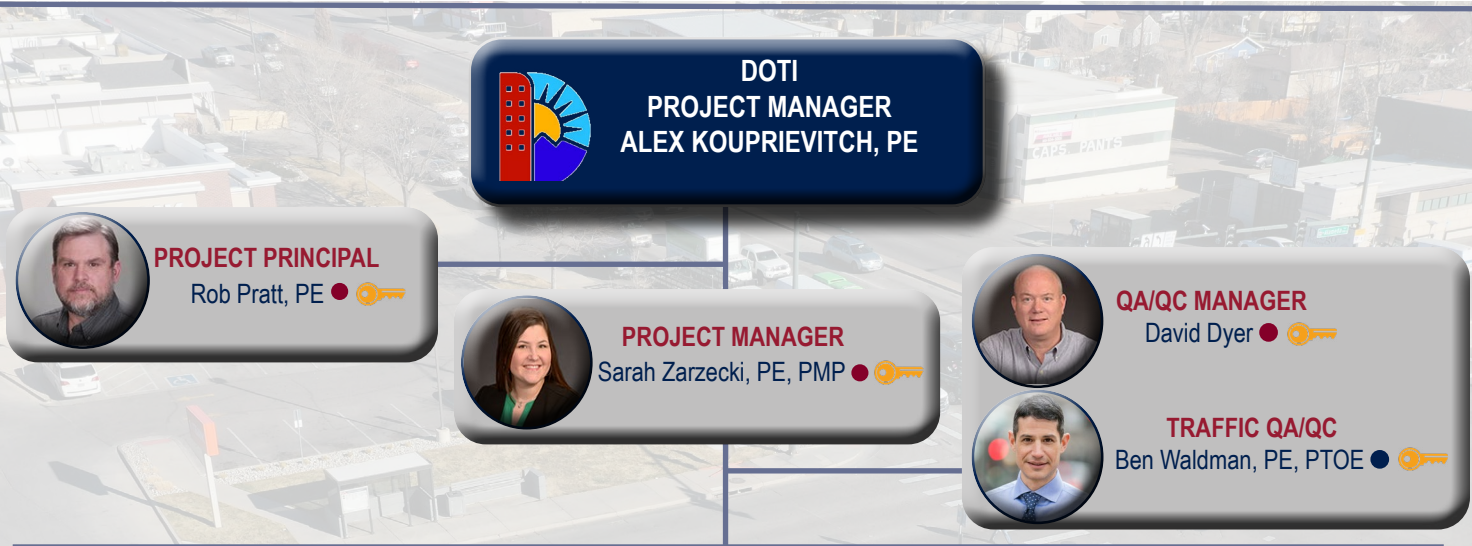
The HSIP FY 2024 Colorado Boulevard and Alameda Avenue project will require a team that has technical expertise with similar experience. A team who has worked together, is familiar with the anticipated challenges, and knows the participating agencies and project stakeholders.

Stanley Consultants is providing CCD a comprehensive Team with on-point experience to address each element of the HSIP FY 2024 Colorado Boulevard and Alameda Avenue Project. Our Team members bring an unmatched depth of knowledge of the challenges and opportunities for this assignment. Our proposed Key Team members have a combined 100+ years of intersection and roadway design experience in the Denver Metro area..

The Stanley Consultants Team represents a solid collaboration of members that will provide CCD:

- » Strong, relevant engineering experience from similar projects
- » Familiarity with the project and the CCD policies and procedures, and the CDOT Local Agency process
- » A client centered philosophy focused on responsive and quality work
- » A team commitment to the success of this project

As depicted in the organization chart, we are proposing a teaming relationship with Apex/Consort working in unison under the leadership of Sarah Zarzecki. Sarah's technical experience in conjunction with her recent successful leadership on similar projects will be an asset to the City and County of Denver. Key team bios are on the next pages and resumes are in the Appendix.



TRAFFIC LEAD
Tony Hurd, PE (Key Team Member)

DESIGN LEAD
Sarah Zarzecki, PE, PMP (Key Team Member)

OTHER SPECIALITIES

Traffic Analysis / Modeling
Diana McHale, PE ●

Signal Design
Diana McHale, PE ●

Signing and Striping
Tony Hurd, PE ● (Key Team Member)

Construction Phasing / Traffic Control
Tony Hurd, PE ● (Key Team Member)

Intersection Design
Ethan Earl, PE ● (Key Team Member)
Ryan Hanson ●
Elle Lueth, EI ●

Drainage / Erosion Control
Alyssa Pankow, PE ● (Key Team Member)
Gabi Anderson, EI ●

Utility Design / Coordination
Dave Dyer, CET ●

Estimating / Constructability
Rob Pratt, PE ●

ADA / Prowag
Ethan Earl, PE ● (Key Team Member)

Survey Right-of-Way
Rick Muntean, PLS ●
Robert Maestas, PLS ●

Environmental Documentation
Pamela Rozell ●

ROW Acquisition
J E Parker, J.D. ●

SUE
Joel Price, PE, LEED AP ●

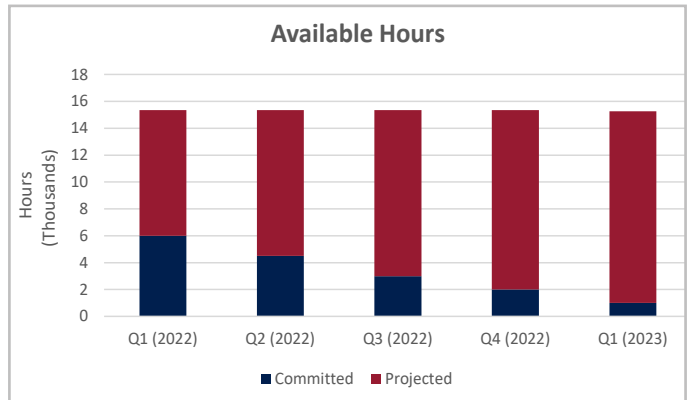
PROJECT TEAMING

- Stanley Consultants (Prime)
- Apex/Consort
- Pinyon Environmental
- 105West
- HCPeck
- MurraySmith
- 🔑 Key Team Member

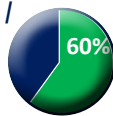


CURRENT AND PROJECTED WORKLOAD OF KEY PERSONNEL

Our project team has the required disciplines, experience and bench strength needed to meet the project's challenges. Moreover, we will provide CCD the experience and best practices gained from our work on past similar projects as shown in Project Experience. This intersection improvement specific experience coupled with our design expertise on all types and sizes of transportation projects throughout the Denver Metro area, brings a focused and well-rounded team to the project. Sarah Zarzecki will serve as our Project Manager for this contract and will coordinate with Denver and other stakeholders. Sarah will ensure project staffing meets CCD's requirements and needs.



SARAH ZARZECKI, PE, PMP
PROJECT MANAGER /
DESIGN LEAD
 CO PE #45482
Years of Exp: 16
Years with Stanley: 4



Benefit to City and County of Denver

CCD and CDOT Local Agency experience, attention to quality and detail, understands importance of multi-faceted coordination and meeting client/stakeholder needs & expectations. Expert in navigating CDOT's clearance process.

"As the project manager, I will commit to CCD that this team will have the resources available to make this project a complete success while simultaneously navigating the CDOT Local Agency clearance process."

Sarah has extensive transportation engineering experience on projects throughout Colorado. She brings a wide variety of technical and managerial experience to the project team. Sarah has been involved in the planning and design of highways, arterial roadways, intersections, and bicycle/pedestrian facilities from the conceptual level through final design and construction. She has executed 6 projects for municipalities that require the CDOT Local Agency Process including CCD's HSIP FY 18 Package 2 project. In addition to her engineering skills, Sarah acts as an extension of CDOT staff assisting with the management of the Local Agency Projects.

Sarah's Ongoing Commitments

- » Castle Rock – 5th Street (Through Winter 2022)
- » Louisville – 104th Trail (Through Spring 2022)
- » Denver - (Green Valley Ranch) (Through Spring 2022)
- » Broomfield - Industrial Lane Trail (Through Spring 2023)

3. Team Qualifications - Individuals »



ROB PRATT, PE
PRINCIPAL IN CHARGE
 CO PE #32964
Years of Exp: 31
Years with Stanley: 1



Benefit to City and County of Denver

Decades of design & management on similar projects, combined with a local presence, project knowledge, and time spent in the construction industry, make Rob the perfect fit to lead this team.

"I enjoy working with communities to find practical, cost effective solutions to improve safety & mobility for pedestrians, bikes and automobiles."

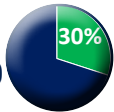
Rob has been working with communities along the front range for nearly a quarter century to help improve transportation networks of all shapes and sizes. He has designed, managed or been on the construction side for scores of intersections in the Denver Metro Area. Recently, he was the transportation design manager for the \$400M North Metro Rail line which included upgrading many intersections and associated pedestrian infrastructure.

Rob's Ongoing Commitments

- » El Paso County - Eastonville Road (Through Spring 2023)
- » Englewood – Dartmouth Intersections (Through Spring 2022)



DAVE DYER
QA/QC MANAGER
Years of Exp: 39
Years with Stanley: 20



Benefit to City and County of Denver

Two decades of experience working with the City on very similar projects. Brings knowledge to the team regarding design, design coordination, utility coordination and Quality Control.

"I look forward to working with City and County of Denver again to improve the safety of their transportation system."

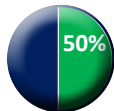
Dave has been working with utility companies in Colorado for over 40 years. One of his greatest assets to any project is that most of these companies know and like him, so when he calls, they actually answer. These relationships are very helpful to getting answers and keeping any type of project on task. For this project Dave will reach out to each of utility company, determine who the proper contacts are and developing a matrix log that will be continuously updated. Dave will also assist with review and performing quality control on each deliverable prior to submitting to CCD.

Dave's Ongoing Commitments

- » Englewood – Dartmouth Intersections (Through Spring 2022)
- » Town of Castle Rock – Ridge Road Widening Project (Through Spring 2022)
- » CDOT – ADA Task 3 Curb Ramp Replacement (Through Fall 2022)



TONY HURD, PE
TRAFFIC LEAD
Apex/Conzor
 CO PE #44320
Years of Exp: 14
Years w / APEX: 12



Benefit to City and County of Denver

Extensive traffic signal timing experience and history working with DOTI staff, well-practiced in creating signal timing to fit into an existing corridor, experienced in Denver's work order and TEAMS signal timing process.

"As the Traffic Analysis and Signal Timing lead, I have the experience to complete this project up to Denver's standards and without any hand-holding. I understand the important steps in signal timing and the steps needed to complete and document the process."

Tony has 14 years of experience that spans planning, analysis, and design for traffic, ITS, and multimodal transportation systems. Tony focuses his career on design projects and has developed a keen ability to bring a set of plans, details, and specifications together in a well thought out and logical manner. He takes pride in his responsiveness and attention to detail on the various design projects he works on. He has completed numerous traffic signal designs for various local agencies in the metro area. His additional design experience with signal interconnects, signing and striping, temporary traffic control, and ITS plans provide Tony a breadth of traffic knowledge that is a valuable asset on any of his projects.

Tony's Ongoing Commitments

- » CCD DOTI Fiber Design (February 2022)
- » Erie Traffic Signal Communications (January 2022)

3. Team Qualifications - Individuals »



ETHAN EARL, PE INTERSECTION DESIGN

CO PE #56791
Years of Exp: 6
Years w / Stanley: 3



Benefit to City and County of Denver

Ethan has served in design task lead and construction administration roles on similar projects throughout Denver, so he is intimately familiar with CDOT and CCD standards and the project sites.

"As a central metro resident and urbanist, the opportunity to serve my community by designing safety upgrades to intersections I use is a truly exciting prospect."

Ethan has experience in roadway/intersection design, ADA facilities, trails, signing and striping design, hydraulic modeling, utility coordination, quantities calculations, and cost estimation. His breadth of experience beyond his civil design specialty help him translate feedback from clients and stakeholders into thorough designs. These capabilities make him an effective task lead, allowing him to efficiently coordinate the different design disciplines into cohesive and thorough plan sets.

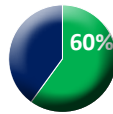
Ethan's Ongoing Commitments

- » City and County of Denver – Safe Routes to School – Smith Elementary (Through Spring 2022)
- » City of Aurora – High Line Canal Trail – Colfax to I-70 Bridge (Through Spring 2022)
- » Town of Parker – Lemon Gulch Trail (Through Spring 2022)
- » Arapahoe County – Tempe Street Roundabout (Through Summer 2022)



ALYSSA PANKOW, PE DRAINAGE AND EROSION CONTROL

CO PE #58418
Years of Exp: 6
Years w / Stanley: 3



Benefit to City and County of Denver

Extensive project experience throughout Metro Denver related to stormwater management and water resources tasks on transportation and land development projects makes Alyssa a valuable project engineer on this team.

"I enjoy the analysis and design of drainage systems to keep communities safe and prepared for years to come."

Alyssa specializes in the design of drainage solutions and hydraulic calculations as well as the associated analysis of project hydrology. Alyssa has worked on multiple CCD intersection improvement projects and understands the intent of minimizing inlet impacts and pipe tie-ins. Her project focus is transportation, but she has experience working in the energy sector on grading and erosion control plans for transmission and distribution lines as well as substation site designs. She understands various municipal policies and procedures and has the experience to prepare plans, profiles and cost estimates.

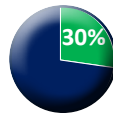
Alyssa's Ongoing Commitments

- » El Paso County: Eastonville Road (Through Spring 2023)
- » CDOT: I-25 Widening, Filmore Street to Garden of the Gods Road (Through Fall 2022)
- » Town of Parker: Newlin Gulch Trail (Through 2022)



PAMELA ROZELL ENVIRONMENTAL SERVICES

Pinyon
Environmental, Inc.
Years of Exp: 16
Years with Pinyon: 4



Benefit to City and County of Denver

CCD and CDOT Local Agency experience with NEPA documentation and permitting; completed environmental tasks with Stanley on multiple transportation projects; extensive experience navigating CDOT's environmental clearance process.

"I enjoy working on infrastructure projects that result in safer, more efficient transportation systems while reducing environmental impacts. I believe in a balanced approach that incorporates common sense while meeting environmental laws and regulations."

Pamela has over 16 years of experience in environmental planning and compliance and is Pinyon's environmental lead for projects related to trails, bikes, and pedestrian improvements. She has managed the environmental component for several CCD Local Agency projects with CDOT oversight, which require coordination with local, state, and federal regulatory agencies to obtain necessary clearances and permits for successful project implementation. She has co-authored numerous planning and environmental documents including Planning and Environmental Linkages (PEL), Categorical Exclusions, and Environmental Assessments (EA). She also has expertise with non-historic Section 4(f) and Section 6(f) and manages coordination with the Official with Jurisdiction for projects that may impact Section 4(f) resources.

Pamela's Ongoing Commitments

- » High Line Canal Trail extension (from Colfax Avenue to just north of I-70), Aurora (with Stanley)
- » 104th Avenue Trail project, Louisville (with Stanley)
- » St Vrain Greenway Trail Phase 13, Longmont

3. Team Qualifications - Individuals »



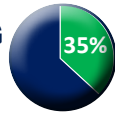
DIANA MCHALE, PE TRAFFIC ANALYSIS AND SIGNAL TIMING

Apex/Conсор

CO PE #46001

Years of Exp: 15

Years with APEX: 10



Benefit to City and County of Denver

Extensive traffic signal timing experience and history working with DOTI staff, well-practiced in creating signal timing to fit into an existing corridor, experienced in Denver's work order and TEAMS signal timing process

"As the Traffic Analysis and Signal Timing lead, I have the experience to complete this project up to Denver's standards and without any hand-holding. I understand the important steps in signal timing and the steps needed to complete and document the process."

Diana's expertise includes signal coordination, traffic impact analysis, and traffic flow studies. She has timed over 500 traffic signals and 40 corridors for many agencies in Colorado. She has ample experience performing cycle length analysis and selection, optimization of splits and offsets, as well as extensive field experience in implementation, including data checks and fine-tuning. Diana has performed a range of other engineering tasks as well, including ITS and fiber optic design, MicroStation drafting, and multimodal analysis and improvements.

Diana's Ongoing Commitments

- » CCD DOTI Left Turn Warrant Policy Update and Left Turn Warrants (January 2022)
- » CDOT SH 83 Safety and Operations Analysis (March 2022)
- » CDOT Region 4 Signal Warrants for three intersections (February 2022)



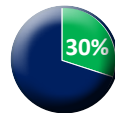
BEN WALDMAN, PE TRAFFIC QA/QC MANAGER

Apex/Conсор

CO PE # 35827

Years of Exp: 25

Years with APEX: 3



Benefit to City and County of Denver

Experience with managing CCD Local Agency design projects including coordination and completion of CDOT's clearance processes, traffic design and multimodal design experience; attention to quality and detail.

"As the QA manager, I will ensure that design plans are free of errors and meet the City's standards and specifications."

With over 25 years of experience, Ben has managed a broad range of transportation planning and engineering projects, including traffic studies, transportation modeling and analysis, signal timing, traffic and roadway design, roundabout analysis and design, multimodal planning and design, and ITS. Prior to joining Apex Design, Ben spent time as Traffic Operations Manager and City Traffic Engineer for local agencies where he gained valuable experience with local government processes and with maintaining and operating transportation systems.

Ben's Ongoing Commitments

- » CCD DOTI Federal Boulevard Transit Speed and Reliability (December 2022)
- » CCD DOTI 2018 HSIP Project Management (December 2023)
- » Littleton Platte Canyon Intersections (August 2022)
- » Littleton Fiber Design (August 2022)
- » Castle Rock Crystal Valley Interchange (December 2022)



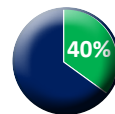
J E PARKER, J.D. ROW SERVICES

HCPeck

CO J.D. #26203

Years of Exp: 41

Years with HCPeck: 28



Benefit to City and County of Denver

Extensive experience with ROW acquisition of all types for CCD including projects with CDOT Local Agency Oversight

"Peck's recent ROW Acquisition experience with DOTI's FY 18 HSIP projects will provide an efficient acquisition team."

JE has an extensive background in land titles, contract analysis and preparation, property rights acquisition and project management. His project management experience runs the gamut from rail, oil and gas exploration, oil and gas pipeline, water/wastewater, electric transmission and distribution, and Uniform Act and non-Uniform Act road and highway projects for clients such as the City and County of Denver, the City of Aurora, the City of Wheat Ridge, the Regional Transportation District, Metro Wastewater Reclamation District and many more. JE is licensed to practice law in the State of Colorado.

JE's Ongoing Commitments

- » JE has no future commitments that will deter timely delivery of assigned tasks

EXHIBIT C

Insurance ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	CONTACT NAME: Cheryl Harless PHONE (A/C, No, Ext): 563-316-3415 E-MAIL ADDRESS: cheryl_harless@ajg.com		FAX (A/C, No): 563-263-6667
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Stanley Consultants, Inc. 8000 S. Chester Street #500 Centennial CO 80112	INSURER A: Charter Oak Fire Insurance Company		25615
	INSURER B: Travelers Indemnity Company		25658
	INSURER C: Travelers Property Casualty Co of America		25674
	INSURER D: Cincinnati Insurance Company		10677
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 667786207

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P-630-4885B479-COF-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-2L649784-22-43-G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-9S313559-22-NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8J736329-22-43-G	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			EXS0599607	1/1/2022	1/1/2023	Each Occ \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2020 Professional Services On-Call. City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insureds as respects general liability and auto policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to City and County of Denver, its elected and appointed officials, employees and volunteers, as respects general liability, auto, and workers compensation policies, pursuant to and subject to the policy's definitions, conditions, and exclusions. Umbrella is following-form. 30 day cancellation notice applies.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Executive Director Department of Transportation and Infrastructure 201 West Colfax Avenue, Dept. 601 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

10/5/2023

DATE (MM/DD/YYYY)

9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1383226 STANLEY CONSULTANTS, INC. 225 IOWA AVENUE MUSCATINE IA 52761															

COVERAGES **CERTIFICATE NUMBER: 14147072** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<table style="width: 100%;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ XXXXXXXX</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ XXXXXXXX</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ XXXXXXXX</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT		\$ XXXXXXXX																	
E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX																	
E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX																	
A	PROFESSIONAL LIABILITY	N	N	AEH008220975	10/5/2022	10/5/2023	\$1,000,000 PER CLAIM & IN THE AGGREGATE												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: #PWTES2016-006, 2016 PUBLIC WORKS TRANSPORTATION/MOBILITY PROFESSIONAL ON-CALL SERVICES.

CERTIFICATE HOLDER

CANCELLATION

14147072 CITY AND COUNTY OF DENVER PUBLIC WORKS EXECUTIVE DIRECTOR 201 WEST COLFAX AVENUE, DEPT 1110 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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